

Entered -10/20/00 - sb
CL 00L0637 - GWENDOLYN BURNS

01-R-0124

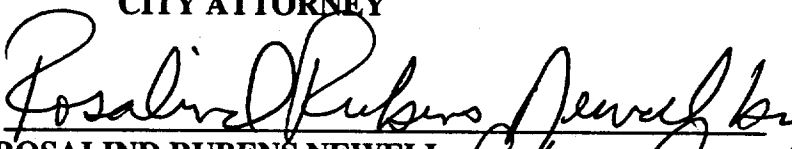
CLAIM OF: CBI RECOVERY SERVICES
as subrogee of PFIZER, Inc.
P.O. Box 1260
Southampton, PA 18966-1200

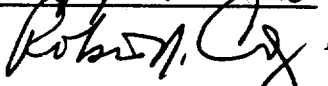
For damages alleged to have been sustained as a result of a automobile accident on September 19, 2000 at 3315 Roswell Road, NE.

BY PUBLIC SAFETY AND LEGAL ADMINISTRATION
COMMITTEE:

BE IT RESOLVED by the Council of the City of Atlanta that the action of the Department of Law be approved in authorizing payment to **CBI RECOVERY SERVICES as subrogee of PFIZER, Inc.**, the sum of **\$2,000.00** in full settlement and satisfaction of all claims, past, present and future, of every kind and character for damages alleged to have been sustained as a result of a automobile accident on September 19, 2000 at 3315 Roswell Road, NE., as is more particularly set forth in the within claim; said sum taken from and charged to account 1A01/529017/T31001, Settlement of Suits and Claims, Department of Law.

APPROVED: SUSAN PEASE LANGFORD
CITY ATTORNEY

BY: 
ROSALIND RUBENS NEWELL
DEPUTY CITY ATTORNEY

 RJA

DEPARTMENT OF LAW - CLAIM INVESTIGATION SUMMARY

Claim No. 00L0637

Date: January 19, 2001

Claimant /Victim PFIZER, INC.

BY: (Atty) (Ins. Co.) CBI Recovery Services

Address: P.O. Box 1260, Southhampton, PA 18966-1200

Subrogation: X Claim for Property damage \$ 3,287.00 Bodily Injury \$ _____

Date of Notice: 10/23/00 Method: Written, Proper X Improper _____

Conforms to Notice: O.C.G.A. §36-33-5 X Ante Litem (6 Mo.) X

Date of Occurrence 9/19/00 Place: 3315 Roswell Road, NE

Department POLICE Division _____

Employee involved Alan Quevedo Disciplinary Action: Pending Review

NATURE OF CLAIM: Claimant's vehicle was rear-ended by a City police vehicle that made an "improper left turn". The city employee was cited for same.

INVESTIGATION:

Statements: City employee _____ Claimant _____ Others _____ Written _____ Oral _____

Pictures _____ Diagrams _____ Reports: Police X Dept Report _____ Other _____

Traffic citations issued: City Driver _____ Claimant Driver _____

Citation disposition: City Driver X Claimant Driver _____

BASIS OF RECOMMENDATION:

Function: Governmental X Ministerial _____

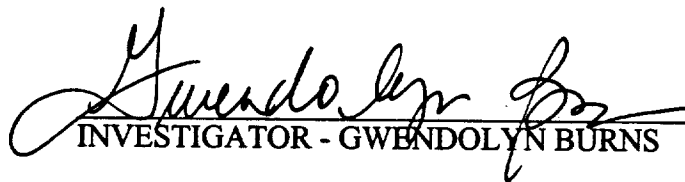
Improper Notice _____ More than Six Months _____ Other _____ Damages reasonable X

City not involved _____ Offer rejected _____ Compromise settlement _____

Repair/replacement by Ins. Co. _____ Repair/replacement by City Forces _____

Claimant Negligent _____ City Negligent X Joint _____ Claim Abandoned _____

Respectfully submitted,


INVESTIGATOR - GWENDOLYN BURNS

RECOMMENDATION:

Pay \$ 2,000.00 Adverse _____ Account charged: 1A01 X 2J01 _____ 2H01 _____

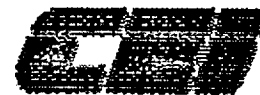
Claims Manager:  Concur/date 01-19-01

Committee Action: _____ Council Action _____

CEI Recovery Services
P.O. Box 1260 215.364.8253
Southampton Office Park B150 215.364.5650 fax
Southampton, PA 18966-1260 www.ceinetwork.com

BURNS
10/23/00
Dm

ENTERED - 10-20-00 - SB
00L0637 - GWEN BURNS



AUTO CLAIMS MANAGEMENT

October 20, 2000

City of Atlanta Municipal Clerk
55 Trinity Avenue S. W.
Atlanta GA 30335-0332

Attention: Law Department

Reference:	Our Client:	Pfizer, Inc.
	Our Driver:	Heather Rendle
	Our File #:	Q4351-314
	Your Insured:	City of Atlanta
	Claim#:	Alan Quevedo
	Date of Loss:	09/19/00
	Amount:	Waiting for Paperwork

Dear Sir or Madam

In regards to the loss, CEI Services is the Third Party Administrator (TPA) for the named client's auto physical damage.

At this time, CEI Services is waiting for the completed subrogation paperwork, which we will immediately forward to your attention upon its receipt.

If you have any questions please call me at 1-800-872-5342; ext. 272.

Sincerely,

Kathy Ries

Claims Adjuster
Subrogation Unit
Ext. 280

GENERAL RELEASE AND INDEMNIFICATION

CLAIM NUMBER 00L0637

\$ 2,000.00

IN CONSIDERATION of the sum of TWO THOUSAND AND 00/100
 DOLLARS, to be paid to me by the CITY OF ATLANTA, the future receipt of which is hereby
acknowledged, I do hereby, for myself, my heirs, executors, administrators, and assigns, release and forever
discharge said City, its officers and employees, including but not limited to Alan Quevedo, from any
and all claims, demands, actions, causes of action, suits, damages, loss and expenses, of whatsoever kind or nature
for or on account of anything that has heretofore occurred, and particularly for or on account of a automobile
accident
which occurred on or about the 19th day of September, 2000,
at or near 3315 Roswell Road, NE

It is further understood and agreed that the payment of the above named sum is not to be considered as an
admission on the part of the City, its officers, agents, servants or employees, of any liability whatsoever and the
undersigned further covenants and agrees to indemnify and hold harmless the City of Atlanta, its officers, agents,
servants and employees, from any and all claims, damages or costs which the said City of Atlanta, its officers,
agents, servants and employees, may be called upon to make as a result of the event hereinbefore referred to.

And I now state that the only consideration for my signing this release and indemnification is the payment
of the sum stated above; that no other promise or agreement of any kind or nature has been made to or with me by
said City or its agents to cause me to sign this release, and that I fully understand the meaning and intent of this
instrument.

WITNESS my hand and seal this 2nd day of January, 20 01

Ch. Villal (LS)
CBI Recovery Services as subrogee of Pfizer, Inc.

The above release was read and explained to, and signed by the said Supervisor
_____ in our presence on the date above written.

Garry Ruiz
Bernadette Brea
WITNESSES

01-R-0124